

7/31-10
RECORDATION NO. Filed & Recorded
BURLINGTON NORTHERN INC.
EQUIPMENT TRUST OF 1973, SERIES 3

JUL 23 1975-II 40 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of the 20th day of June, 1975,
between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly
organized and existing under the laws of the State of Minnesota
(hereinafter called the "Trustee"), party of the first part,
and BURLINGTON NORTHERN INC., a corporation duly organized and
existing under the laws of the State of Delaware (hereinafter
called the "Company"), party of the second part,

WHEREAS, by a certain Equipment Trust Agreement dated
as of September 1, 1973 (hereinafter called the "Agreement") ex-
cuted by the Trustee and the Company, there was established
"Burlington Northern Inc. Equipment Trust of 1973, Series 3;" a

WHEREAS, by the Agreement, the Trustee did let and
lease to the Company certain units of railroad equipment de-
scribed in Schedule A to the Agreement (hereinafter called
the "Trust Equipment") for a term of 15 years from and after
September 1, 1973, upon the terms and conditions therein
specified; and

WHEREAS, certain of the units included in the Trust
Equipment so described have been destroyed and the Company
pursuant to Section 4.07 of the Agreement, pending replacement
of such destroyed Trust Equipment, has deposited, in cash,
with the Trustee the fair value as of the date of destruction
of the Trust Equipment destroyed; and

WHEREAS, by Agreement dated as of the 20th day of March, 1975, pursuant to Section 4.07 of the Agreement the parties agreed to subject to said Agreement one steel caboose bearing road No. C&S 10651, and said Agreement was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 28, 1975 at 9:35 a.m. and was assigned recordation No. 7131-C and said Agreement was also deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on April 29, 1975;

WHEREAS, said caboose has not been delivered to the Company and no payment therefor has been made by the Trustee; and

WHEREAS, the parties have agreed that said Agreement dated as of the 20th day of March, 1975, be canceled and terminated;

NOW, THEREFORE, it is agreed:

That the Agreement dated as of the 20th day of March, 1975, above described, be, and hereby is, canceled and terminated effective on the date hereof.

FIRST TRUST COMPANY OF SAINT PAUL,
as Trustee

By William B. Snel
Vice President

(SEAL)

ATTEST:

[Signature]
Assistant Secretary

-3-
BURLINGTON NORTHERN INC.

By W. K. Bush
Vice President

(SEAL)

ATTEST:

L. A. Leming
Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this *30th* day of *June*, 1975, before me personally appeared *William B. Fink* to me personally known, who being by me duly sworn, says that he is a Vice President of First Trust Company of Saint Paul, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Cathy M. Zaine

CAITHY M. ZAINE
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Jan. 3, 1981

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this *24th* day of *June*, 1975, before me
personally appeared *W. H. Bush*, to me personally known,
who being by me duly sworn, says that he is a Vice President
of Burlington Northern Inc., that the seal affixed to the
foregoing instrument is the corporate seal of said corpora-
tion; that said instrument was signed and sealed on behalf
of said corporation by authority of its Board of Directors;
and he acknowledged that the execution of the foregoing in-
strument was the free act and deed of said corporation.

J. H. McCarthy

(SEAL)

